

STATE OF SOUTH CAROLINA)  
)  
COUNTY OF EDGEFIELD)

LEASE AGREEMENT

This LEASE AGREEMENT is made and entered into on this 11 day of July, 2023 by and between the Bishop of Charleston a Corporation Solely for the benefit of St. Mary the Immaculate Conception Church (hereinafter referred to as the "Lessor") and the County of Edgefield, South Carolina (hereinafter referred to as the "Lessee").

1. Premises: The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor, certain premises located on Jeter Street in the Town and County of Edgefield, State of South Carolina located directly across from the County Council Chambers and more fully described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as "Premises")

To HAVE AND TO HOLD THE PREMISES upon the terms and conditions hereinafter set forth.

2. Term: The term of this lease shall be for a period of five (5) years, beginning on August 1, 2023 and ending at midnight on August 1, 2028 unless sooner terminated as hereinafter provided. Any renewal shall be agreed upon at least 30 days before the termination of this lease.
3. Possession: The Lessor shall deliver possession of the Premises to the Lessee upon the signing of this Agreement.
4. Rent: The Lessee shall pay to the Lessor an annual rent for the Premises the sum of \$1 per year for the years 2023-2028.
5. Use: The Lessee shall use and occupy the Premises solely for the purpose of a parking lot for employees of the County as well as other citizens doing County business. Lessee shall comply with all laws, ordinances, orders, or regulations of any lawful authority having jurisdiction over the Premises and the use thereof. The Premises is to be used by the Lessor from Monday through Saturdays, Sundays, and Holidays and at all other times when the Premises are not in use by the Lessee. The Lessor shall have the use of the Premises for Church related purposes.
6. Assignment and Subletting: The Lessee shall not, without the prior written consent of the Lessor, assign this Lease or interest therein, or sublet the Premises or any part thereof.
7. Improvements: Lessee shall not be responsible for the repaving of the Premises beyond Maintenance items outlined below:

The Lessee shall restripe the parking lot at least once during the lease period. The Lessee shall not be allowed to make any improvements to the Premises without the written consent of the Lessor.

8. Maintenance: The Premises are to maintained by the Lessee, at its sole expense, and without any charge to the Lessor and are to be kept free of any debris, trash, etc. Maintenance will consist primarily of pothole patching, parking space striping, and litter pickup.
9. Indemnity: Lessee agrees to provide and maintain during the term of this agreement, or to pay the cost of, such insurance as may be required by the lessor to protect it, its officers, directors, and employees from losses involving any and all claims, losses, liability, damage and expense arising out of, or in any way connected, with the use of the parking lot for County business. The lessee shall in no way be required to purchase and/or maintain insurance in excess of the sum of \$250,000 as mandated by state law.
10. Lessor's Entry: Lessor may enter the Premises at reasonable times and in a reasonable manner to inspect the Premises.
11. Default and Remedies: If Lessee shall not pay the rent when due, or if Lessee shall default in the performance any of the terms, conditions, or covenants contained in this Lease Agreement to be observed or performed by it and does not remedy such default within thirty (30) days after written notice thereof or if Lessee shall abandon the Premises, in any such event, Lessor shall have the immediate right of reentry, without resort to legal process and right to terminate and cancel this Lease.
12. Successors: This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.
13. Recordation and Documentary Stamps Taxes. This Lease or a short form referring to the Lease, describing the Premises and setting forth the term hereof, may be recorded by either party. The cost of the South Carolina documentary stamps, if due, shall be paid by the Lessee.
14. No Partnership. Lessor does not, in any way or for any purpose, become a partner of Lessee in condition of its business, or otherwise, or a joint venture or a member of a joint enterprise with Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective Hands and Seals on the day and year first written above.

Attached ADDENDUM TO LEASE is an integral part of this LEASE AGREEMENT.

For LESSOR:

Bishop of Charleston, a Corporation Solely for the benefit of St. Mary of the Immaculate Conception Church:

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Signature

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By (Printed Name and Title)

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Date

For LESSEE:  
The County of Edgefield, South Carolina

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Signature

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By (Printed name and Title)

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Date